

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																																
NATURE OF CONVEYANCE:	SECURITY INTEREST																																																
CONVEYING PARTY DATA																																																	
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RECEIVING PARTY DATA																																																	
Name:	Fifth Street Finance Corp.																																																
Street Address:	10 Bank Street, 12th Floor																																																
City:	White Plains																																																
State/Country:	NEW YORK																																																
Postal Code:	10606																																																
Entity Type:	CORPORATION: DELAWARE																																																
PROPERTY NUMBERS Total: 12																																																	
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Serial Number:	85124234	ONCOURSE LEARNING
Serial Number:	85124620	SPECIALIZED SOLUTIONS
Serial Number:	85905946	AHIT
Serial Number:	85905914	AMERICAN HOME INSPECTORS TRAINING INSTIT
Serial Number:	78252270	TRAININGPRO
Serial Number:	85170842	WE'RE ALL ABOUT YOU.
Serial Number:	77487438	ARTISAN
Serial Number:	77477641	SYMPHONY
Serial Number:	75441032	BANKERSEDGE

CORRESPONDENCE DATA

Fax Number: 7145469035

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 714-641-5100

Email: fsanders@rutan.com

Correspondent Name: Rutan & Tucker, LLP

Address Line 1: 611 Anton Blvd., Suite 1400

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	024969.0156
NAME OF SUBMITTER:	Hani Z. Sayed
Signature:	/Hani Z. Sayed/
Date:	03/05/2014

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 28th day of February, 2014, by and among CIP OCL HOLDINGS, INC., a Delaware corporation ("MidCo"), CIP OCL ACQUISITION, INC., a Delaware corporation, as the initial borrower (the "Initial Borrower") until the consummation of the Acquisition (as defined in the Credit Agreement (as defined below)), and, as of and after the consummation of the Acquisition, ONCOURSE LEARNING CORPORATION, a Delaware corporation, PROSCHOOLS ACQUISITION COMPANY, a Delaware corporation, PROSCHOOLS, INC., an Oregon corporation, KEEN SKILLS, INC., a Florida corporation, AMERICAN HOME INSPECTORS TRAINING INSTITUTE, LTD., a Wisconsin corporation, ADVANCED EDUCATION SYSTEMS, LLC, a Maryland limited liability company, COMPLIANCE MANAGEMENT SERVICES, LLC, a Maryland limited liability company, DIGITAL UNIVERSITY, INC., a California corporation, and CORPORATE TRAINING TECHNOLOGIES, LLC, a Delaware limited liability company (jointly and severally, individually and collectively with MidCo and the Initial Borrower, the "Grantor") and FIFTH STREET FINANCE CORP., a Delaware corporation, as Administrative Agent for the lenders under the Credit Agreement as defined below (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of February 28, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower (as defined in the Credit Agreement), the lenders party thereto (such lenders, together with their respective successors and assigns, are referred to hereinafter each individually as a "Lender" and collectively as the "Lenders"), and Agent, the Lenders have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor and certain of Grantor's affiliates shall have executed and delivered to Agent, for the benefit of the Lenders, that certain Pledge and Security Agreement, dated as of February 28, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of the Lenders, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark exclusively licensed under an Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark License;

provided however that the foregoing shall exclude all property described in Section 2.1(b) of the Security Agreement.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent, the Lenders, or either of them pursuant to the Loan Documents.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby agrees to modify this Trademark Security Agreement by executing an amendment to Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security

Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

8. CONTROLLING LAW. This Agreement is to be governed and construed in accordance with the laws of the State of New York, without regard to the conflict of laws principles thereof.

Signature Pages to Follow

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

CIP OCL HOLDINGS, INC.,
a Delaware corporation

By: [Signature]
Name: Justin Lipton
Title: President

CIP OCL ACQUISITION, INC.,
a Delaware corporation

By: [Signature]
Name: Justin Lipton
Title: President

AS OF AND AFTER THE
CONSUMMATION OF THE
ACQUISITION:

ONCOURSE LEARNING
CORPORATION,
a Delaware corporation

By: _____
Name: _____
Title: _____

PROSCHOOLS ACQUISITION
COMPANY,
a Delaware corporation

By: _____
Name: _____
Title: _____

Signature Pages to Follow

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005230 FRAME: 0910

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

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a Delaware corporation

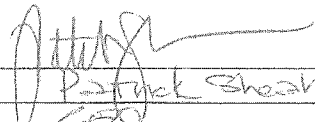
By: _____
Name: _____
Title: _____

CIP OCL ACQUISITION, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

AS OF AND AFTER THE
CONSUMMATION OF THE
ACQUISITION:

ONCOURSE LEARNING
CORPORATION,
a Delaware corporation

By: 
Name: Patrick Sheahan
Title: CEO

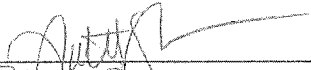
PROSCHOOLS ACQUISITION
COMPANY,
a Delaware corporation

By: 
Name: Patrick Sheahan
Title: President


Signature Pages to Follow

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]


PROSCHOOLS, INC.,
an Oregon corporation

By: 
Name: Patrick Shannon
Title: President


KEEN SKILLS, INC.,
a Florida corporation

By: 
Name: Matt Geske
Title: CFO


AMERICAN HOME INSPECTORS
TRAINING INSTITUTE, LTD.,
a Wisconsin corporation

By: 
Name: Patrick Shannon
Title: President

ADVANCED EDUCATION SYSTEMS,
LLC,
a Maryland limited liability company

By: 
Name: Patrick Shannon
Title: President

DIGITAL UNIVERSITY, INC.,
a California corporation,

By: 
Name: Matt Geske
Title: CFO

Signature Pages to Follow

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Compliance Management Services, LLC,
a Maryland limited liability company

By: [Signature]
Name: Patrick Sheehan
Title: President

CORPORATE TRAINING
TECHNOLOGIES, LLC,
a Delaware limited liability company

By: [Signature]
Name: Patrick Sheehan
Title: President

Signature Page to Follow

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

AGENT;

FIFTH STREET FINANCE CORP.,
a Delaware corporation



By: Fifth Street Management LLC,
a Delaware limited liability company

By: Ivelin M. Dimitrov
Name: Ivelin M. Dimitrov
Title: Chief Investment Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Country	Mark	App. No.	Filing Date	Reg. No.	Reg. No.	Owner/Applicant
USA	RBP- RESIDENTIAL BUILDING PROFESSIONAL	85873989	3/12/13			Oncourse Learning
USA	PROSCHOOLS	77109986	2/16/07	3585206	3/10/09	ProSchools, Inc.
USA	QUICKCERT	85124214	9/7/10	4040702	10/18/11	Keen Skills, Inc. DBA Specialized Solutions
USA	ONCOURSE LEARNING	85124234	9/8/10	4040703	10/18/11	Keen Skills, Inc. DBA Specialized Solutions
USA	SPECIALIZED SOLUTIONS	85124620	9/8/10	4037415	10/11/11	Keen Skills, Inc. DBA Specialized Solutions
USA	AHIT (Stylized & Design) 	85905946	4/16/13			American Home Inspectors Training Institute, Ltd.
USA	AMERICAN HOME INSPECTORS TRAINING INSTITUTE	85905914	4/16/13			American Home Inspectors Training Institute, Ltd.
USA		78252270	5/20/03	2840332	5/11/04	Advanced Education Systems, LLC

Country	Mark	App. No.	Filing Date	Reg. No.	Reg. No.	Owner/Applicant
USA	WE'RE ALL ABOUT YOU	85170842	11/6/10	3992869	7/12/11	Corporate Training Technologies, LLC DBA Banker's Edge
USA	ARTISAN	77487438	5/30/08	3699891	10/20/09	Corporate Training Technologies, LLC
USA	SYMPHONY	77477641	5/19/08	3815057	7/6/10	Corporate Training Technologies, LLC
USA	BANKERSEdge	75441032	2/26/98	2365049	7/4/00	Corporate Training Technologies, LLC